

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/320**

**TITLE: Blue Circle Southern Cement Seven Hills (Shift Work) Enterprise Agreement**

**I.R.C. NO:** 2000/4810

**DATE APPROVED/COMMENCEMENT:** 18 October 2000/14 August 2000

**TERM:** 31 months

**NEW AGREEMENT OR  
VARIATION:** Variation to EA00/203

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 4

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees engaged as Production Operators at Powers Road, Seven Hills, NSW

**PARTIES:** Blue Circle Southern Cement Limited -&- The Australian Workers' Union, New South Wales



**Blue Circle Southern Cement Seven Hills (Shift Work)  
Enterprise Agreement**

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**1. ARRANGEMENT**

- 1) Arrangement
- 2) Title
- 3) Parties Bound
- 4) Period of Operation
- 5) Relationship with Parent Award and the 2000 Agreement
- 6) Shift Work
- 7) Signatories



**2. TITLE**

This agreement shall be known as the "Blue Circle Southern Cement Seven Hills (Shift Work) Enterprise Agreement 2000".

**3. PARTIES BOUND**

This Agreement shall be binding on:

- (a) Blue Circle Southern Cement Seven Hills ("**BCSC**"), a division of Blue Circle Southern Cement Limited;
- (b) The Australian Workers Union; and
- (c) Employees of BCSC engaged as Production Operators at BCSC's plant at Powers Road, Seven Hills, NSW.

**4. PERIOD OF OPERATION**

This Agreement shall come into operation from the first pay period on or after 14 August 2000 and shall remain in force until the expiration of the Blue Circle Southern Cement Seven Hills Enterprise Agreement 2000 (IRC No.3055 of 2000) ("**2000 Agreement**").

## **5. RELATIONSHIP WITH PARENT AWARD AND THE 2000 AGREEMENT**

This Agreement shall be read and interpreted wholly in conjunction with the *Blue Circle Packaging Plant (State) Award* as varied and with the 2000 Agreement, provided that where this Agreement is inconsistent with that award or the 2000 Agreement, the provisions of this Agreement shall prevail to the extent of the inconsistency.

## **6. SHIFT WORK**

### **6.1 Definitions**

"Ordinary Day Work" - any shift commencing after 5.00am or ending before 5.00pm on any weekday.

"Afternoon Shift" - any shift finishing after 5.00 pm and at or before midnight on any weekday.

"Night Shift" - any shift finishing after 12.00 midnight and at or before 7.00 am on Mondays to Fridays.

### **6.2 Notice of shifts**

BCSC may roster an employee to work ordinary day work, an afternoon shift or a night shift by giving 7 or more days notice, except in the case of emergency (in which case, less notice of a change of roster may be given) or where an employee accepts less notice to work a particular shift.

### **6.3 Shift Allowances**

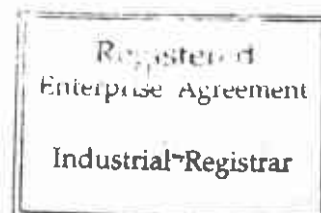
6.3.1 Subject to 6.3.3, an employee shall, for the life of this agreement, be paid an allowance of 15% for each afternoon shift worked.

6.3.2 Subject to 6.3.3, an employee shall, for the life of this agreement, be paid an allowance of 25% for each night shift worked.

6.3.3 Where an employee leaves work for any reason before the completion of an afternoon shift or night shift, the appropriate allowances in 6.3.1 and 6.3.2 shall only be paid for those hours worked.

### **6.4 Overtime where rostered to work shift for less than a week**

If an employee is required to work afternoon shift for less than a full week, the employee shall be paid for the days in that week that the employee does not work the afternoon shift at overtime rates for all hours worked after 5.00 pm.



If an employee is required to work night shift for less than a full week, the employee shall be paid for those days in that week that the employee does not work the night shift at overtime rates for all hours worked after 12.00 midnight.

#### **6.5 Sunday to Monday Night Shift**

An employee who works a night shift which commences on a Sunday evening and finishes after 12.00 midnight on a Monday, shall not be entitled to any penalty rate or overtime additional to the night shift allowance prescribed in clause 6.3.2 above, except where the employee works more than eight hours in any one shift.

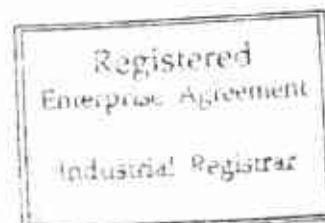
#### **6.6 Night Shift Dispute**

The parties acknowledge that this Agreement resolves all previous disputes regarding night shift and that the issue of night shift loadings does not require arbitration by the Industrial Relations Commission of New South Wales.

#### **6.7 No Flow-Ons**

The parties acknowledge that this Agreement is made in relation to the needs of the employees bound by it and of BCSC at the Seven Hills Packaging Plant, and that it shall not lead to any flow-on of these arrangements to any other BCSC business or workplace or any business or workplace of any company which is a related corporation of BCSC.

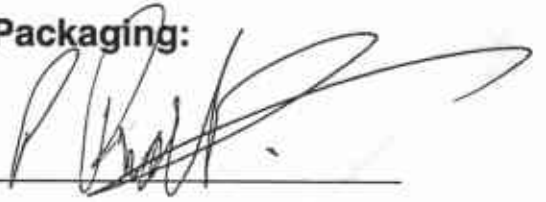
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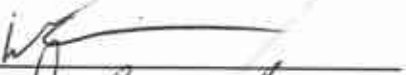
7. SIGNATORIES

Signed by the employees of Blue Circle Packaging:

Peter Roodkerk

  
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Wayne Lees

  
\_\_\_\_\_

Shannon <sup>Goodwin</sup> ~~Goodman~~



  
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Tim Roberts

  
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Jason Spiteri

  
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Rick Downie

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Frank Spiteri

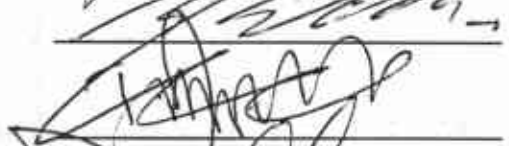
  
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~~Marco Zdrolic~~  
MARKO ZDRILIC



  
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Troy Drayton

  
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Doug McRae

  
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Ben Robinson

  
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Signed by the Australian Workers Union:

Russ Collison

  
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Signed by Blue Circle Southern Cement:

Mark Scully

  
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